

The Lange Group

Software Systems Analysis & Telecommunications Consulting

hK

June 27, 2003

Mr. Lester M. Nakamura
Administrator
Information & Communication Services Division
Department of Accounting & General Services
1151 Punchbowl Street
Honolulu, Hawaii 96813

Re: ICS-FY-99-052 Supplemental Agreement #6

Dear Mr. Nakamura,

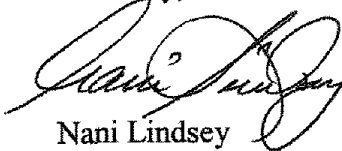
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #6 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey
Manager

enclosures

RECEIVED
JUL 1 2003
HONOLULU
HAWAII

300830

The Lange Group

Software Systems Analysis & Telecommunications Consulting

December 17, 2002

Mr. Lester M. Nakamura
Administrator
Information & Communication Services Division
Department of Accounting & General Services
1151 Punchbowl Street
Honolulu, Hawaii 96813

Re: ICS-FY-99-052 Supplemental Agreement #5

Dear Mr. Nakamura,

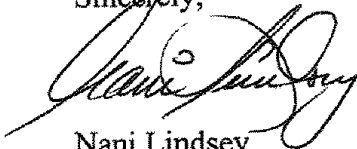
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #5 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey
Manager

enclosures

ICS DIVISION
DA 3

DEC 17 3 29 PM '02

RECEIVED

300831

The Lange Group

Software Systems Analysis & Telecommunications Consulting

May 29, 2002

Mr. Lester M. Nakamura
Administrator
Information & Communication Services Division
Department of Accounting & General Services
1151 Punchbowl Street
Honolulu, Hawaii 96813

Re: ICS-FY-99-052 Supplemental Agreement #4

Dear Mr. Nakamura,

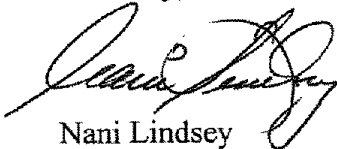
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Two Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #4 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey
Manager

enclosures

300832

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION:

(PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1
SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input checked="" type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CONTRACT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME
[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)
1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10/04/60</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation
*IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

300833

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.
Address 235 Queen Street
City/State/
Zip Code Honolulu, Hawaii 96813
DBA/
Trade Name _____

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3

FEDERAL EMPLOYER ID # 9 9 - 0 1 0 5 0 3 1

SOCIAL SECURITY # _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- | | | |
|--|--|--|
| <input type="checkbox"/> CORPORATION | <input checked="" type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- | | |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LI |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> PROGRESS |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> FEDERAL CA |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> OTHER _____ |
| | <input type="checkbox"/> BULK SALES |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |

* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano
PRINT NAME

[Signature]
SIGNATURE

Chief Financial Officer / Asst. Treasurer
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)

1/31/00 (808) 539-7762 (808) 532-3141
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10/04/60</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation
*IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. **UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.**

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

300834



11363 San Jose Blvd, Suite 301
Jacksonville, FL 32223

Telephone
FAX

10/100 sent to AG for review
11/100 Wayne submitted new Sublicense agreement. Basically the same - will wait for Diane's comments

AUTHORIZED SUBLICENSE AGREEMENT

2/11/00 per Wayne, Pat Chara reviewed - she made a few comments. Wayne will address her comments.

VAR NAME AND ADDRESS	CUSTOMER NAME

Effective this _____ day of _____ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

PRODUCT CODE	SOFTWARE PRODUCT	RELEASE NUMBER	MAX. USERS

THIS SUBLICENSE SHALL NOT BECOME EFFECTIVE UNLESS, WITHIN THIRTY (30) DAYS OF THE SUBLICENSE DATE, VAR HAS SUBMITTED THIS SUBLICENSE AGREEMENT TO APPX FOR ITS ACCEPTANCE TOGETHER WITH A COMPLETED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE BY APPX TO REJECT WITHIN TEN (10) DAYS A SUBLICENSE THAT WAS TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

Check One

ACCEPTED: _____
REJECTED: _____

APPX:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:

Manufacturer _____

CPU Location _____

Registration # _____

Model: _____

CPU Serial # _____

Network ID: _____

300835

1. **REGISTRATION.** VAR is obligated to install a permanent registration for Customer. Installation of the registration information is required in order to enable operation of the Authorized Software. Thereafter, each time the Authorized Software is operated, the screen will display the registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSE, ONLY THEN IS CUSTOMER ENTITLED TO A PERMANENT REGISTRATION ENABLING THE LICENSED SOFTWARE AND SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) _____

2. **OWNERSHIP OF AUTHORIZED SOFTWARE.** CUSTOMER DOES NOT OWN THE AUTHORIZED SOFTWARE, AND NOTHING IN THIS SUBLICENSE TRANSFERS TO CUSTOMER TITLE TO ANY PORTION OF THE AUTHORIZED SOFTWARE. LICENSORS OWN ALL COPYRIGHTS AND TRADE SECRETS COMPRISING THE AUTHORIZED SOFTWARE. CUSTOMER MAY COPY, MODIFY, DISTRIBUTE, OR OTHERWISE USE THE AUTHORIZED SOFTWARE ONLY AS EXPRESSLY AUTHORIZED BY THIS SUBLICENSE AND ONLY WHILE THIS SUBLICENSE IS IN EFFECT. ANY COPYING, REPRODUCTION, MODIFICATION OR OTHER USE OF THE AUTHORIZED SOFTWARE NOT AUTHORIZED BY THIS SUBLICENSE CONSTITUTES A BREACH OF THIS SUBLICENSE AND UNLAWFUL INFRINGEMENT OF LICENSORS' PROPRIETARY RIGHTS. CUSTOMER MUST SURRENDER ALL COPIES OF THE AUTHORIZED SOFTWARE WHEN THIS SUBLICENSE CEASES TO BE IN EFFECT.

- a) **Trade Secrets.** The Authorized Software remains the valuable trade secret property of APPX or its Licensor. Aspects of the Authorized Software that are trade secrets include without limitation, the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. Customer shall not disclose or transfer any copy of any portion of any Authorized Software to any person, except as specifically permitted in this agreement. Customer shall not copy, disclose, or transfer the design of nor the trade secrets embodied in any portion of Authorized Software. Customer shall not transfer or disclose any portion of Authorized Software to any person if Customer has reason to believe that such person may attempt to learn, use or disclose the trade secrets embodied in the Authorized Software. The foregoing shall not restrict the rights of Customer if and only to the extent that the European Community's Software Directive as implemented and applicable from time to time provides that the authorization of APPX is not required to reproduce the Authorized Software or translate their form under certain limited conditions and for certain limited purposes. Nothing in the agreement shall expand such rights of reproduction or translation beyond those rights that can be exercised without APPX's permission strictly in accordance with the laws governing this Agreement.
- b) **Copyright.** Each Software Product, regardless of whether it bears notice of copyright, is a copyrighted work owned by APPX or its licensor and is subject to the copyright laws of the United States and of those countries that have ratified the Universal Copyright Convention or the Berne Convention.

3. **LICENSE: USE OF AUTHORIZED SOFTWARE; SPECIFIED CPU(S).** Subject to the terms and conditions of this Sublicense, Customer is granted a non-exclusive and non-transferable sublicense to use the Authorized Software only by the Maximum Number of Simultaneous Users on the Specified CPU, or temporary substitute CPU, and only for preparation of data and reports for Customer, provided that the processing is done by Customer's personnel on Customer's computers or temporary substitute computers. The Authorized Software may not be used by third parties, nor may Customer use the Authorized Software to process data for third parties.

- a) **Copies and disclosures.** Customer may copy Authorized Software for use as backup copies, at its own expense; provided that Customer (i) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Software; (ii) makes only that number of copies reasonably required; (iii) establishes a procedure for accounting for each copy at all times; and (iv) destroys or returns to VAR each such copy when it is no longer required. Customer shall ensure that Customer and its employees do not make unauthorized copies, disclosures or transfers of the Authorized Software and to prevent any person from possessing, using, or copying any portion of the Authorized Software except as expressly authorized by this Sublicense. Customer shall periodically inform its employees of Customer's obligations regarding the Authorized Software. Customer agrees to the necessity for and reasonableness of APPX security measures and further agrees not to circumvent any security measures used or instituted by APPX to protect its proprietary rights in the Authorized Software. Customer shall not decode, disassemble, decompile, or in any manner reverse engineer the Authorized software, under any circumstances whatever.
- b) **Access restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event any less strict than those applied to Customer's most valuable computer programs or other proprietary information.
- c) **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

300836

4. **MODIFICATION.** Customer may modify the Authorized Software for its own internal use only, but may not, even for its own use, modify the Authorized Software or any portion thereof supplied to Customer in object code or in scrambled form. Every modified version of the Authorized Software shall continue to be subject to all of the provisions of this Sublicense. Upon termination of this Sublicense, Customer shall completely remove all portions of the Authorized Software from every modified version of the Authorized Software. Customer acknowledges and accepts that its modifications may have little or no utility without the Authorized Software. In no event shall any modification, correction, enhancement, or any other alteration of the Authorized Software reduce or diminish in any way APPX's title to the Authorized Software or APPX's proprietary, trade secret, or copyright rights.

5. **CORRECTIONS, ENHANCEMENTS AND NEW VERSIONS.** From time to time, corrections and minor enhancements to the Authorized Software may be provided. Corrections and minor enhancements will be provided free of charge during the Warranty Period, but Customer will bear the cost of installing them, of the media used to transmit them, of new documentation, and of any software conversion work required. From time to time, enhancements of Authorized Software may become available as new versions. Additional license fees may be imposed for new versions, and additional or different license terms may be required for enhancements and new versions. APPX will determine whether an enhancement shall be considered a new version and whether additional fees will be charged, which determination shall be final and completely binding on Customer. New versions may not be compatible with the prior versions. All corrections, enhancements, and new versions will be supplied to Customer through VAR.

THE PROVISION TO CUSTOMER OF ANY SOFTWARE PRODUCT NOT LISTED IN THE SCHEDULE AT THE BEGINNING OF THIS SUBLICENSE (WHETHER BY REASON OF INADVERTENCE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY CORRECTION, ENHANCEMENT OR NEW VERSION, SHALL NOT CONSTITUTE A WAIVER OR ABANDONMENT OF APPX'S COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS THEREIN, AND SHALL NOT AUTHORIZE OR CONSTITUTE ACQUIESCENCE TO CUSTOMER'S ONGOING ACCESS TO OR USE OF ANY SUCH PRODUCT.

6. **ESCROW OF SOURCE CODE.** The source code for Authorized Software has been deposited with a qualified third party subject to an escrow agreement for the benefit of end users. A copy of the escrow agreement and the identity and location of the escrow agent will be available from VAR upon Customer request and for purposes expressly authorized by this Sublicense.
7. **REPRESENTATION AS TO TITLE.** APPX represents that it has no reason to believe that the Authorized Software infringes upon any copyright or violates the trade secret rights of any third party. In the event of a claim that any Authorized Software product infringes upon or violates copyright or trade secret rights, APPX may, at its sole option, either defend or settle such claim, or terminate this Sublicense and refund an equitable portion of the Sublicense Fee paid for Customer's use of the Authorized Software. APPX shall be subject to the foregoing obligations only if:

- a) Customer notifies APPX promptly in writing of any suit or claim, whether in the form of a lawsuit or otherwise, against Customer;
- b) Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so; and
- c) Customer is not in default under this Sublicense.

APPX shall not be responsible for any compromise or settlement made without its consent. This warranty shall not apply to any infringement arising out of use of the Authorized Software in any manner not authorized by this Sublicense or in combination with other software or articles where such infringement would not have occurred but for the use of the Authorized Software in combination with such other software or articles.

8. **PERFORMANCE WARRANTY.** Customer acknowledges that the Authorized Software is of such complexity that it may have inherent defects. APPX stands ready to correct defects that are uncovered during operation of the Authorized Software, as set forth in the following limited warranty. For a period of ninety (90) days from the Installation Date (the "Warranty Period"), APPX warrants that each Authorized Software product will perform substantially in the manner specified in its system specifications provided by APPX only if:

- a) the Authorized Software is used solely on the specified CPU and in conjunction with the computer equipment, operating system, and other system software specified in the product documentation provided by APPX;
- b) all fees and other charges due from Customer to VAR have been paid in full;
- c) Customer advises VAR in writing of any and all claims and nonconformities;
- d) Customer has installed all corrections and enhancements for the Authorized Software product; and
- e) APPX is able to reproduce any claimed nonconformity in the Authorized Software.

APPX does not warrant modifications of Authorized Software made or added by parties other than APPX, including VAR. Correct operation of the Authorized Software with all such modifications removed shall constitute proof that the Authorized Software operates in conformity with APPX's warranty. All obligations to Customer under APPX's warranty are owed by VAR, not APPX.

300837

9. **LIMITATION OF LIABILITY UNDER PERFORMANCE WARRANTY.** APPX's sole obligation under this warranty shall be to provide VAR, for forwarding to Customer, corrections (whether in the form of a new release or otherwise) to the Authorized Software via written or magnetic media or Internet, so that the Authorized Software will perform as warranted, or, at APPX's option, to refund the Sublicense Fee paid to APPX by VAR for Customer's use of the defective Authorized Software. Warranty coverage does not include the cost of restoring any destroyed or defective data, media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or software conversion work made necessary by corrections.
10. **LIMITATION AND DISCLAIMER OF WARRANTIES.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF APPX AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. APPX DISCLAIMS ALL OTHER WARRANTIES CONDITIONS, OBLIGATIONS, AND LIABILITIES, EXPRESS OR IMPLIED, BY APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, CUSTOMER HEREBY WAIVES AND RELEASES ANY OTHER OBLIGATIONS, CONDITIONS, RIGHTS AND WARRANTIES, EXPRESS OR IMPLIED, BY OR AGAINST APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT. WARRANTIES, CONDITIONS AND OBLIGATIONS THAT APPX DISCLAIMS AND THAT CUSTOMER RELEASES AND WAIVES INCLUDE, BUT ARE NOT LIMITED TO:
- a) Any implied warranty of merchantability or fitness for a specific purpose;
 - b) Any implied warranty arising from course of performance, course of dealing, or usage of trade; and
 - c) Any obligation, liability, right, claim, or remedy, whether in tort, contract, or otherwise, and whether for incidental, indirect, special, or consequential damages (including, but not limited to, loss of use, revenue, profit, or data).
11. **RELATIONSHIP OF VAR.** Customer acknowledges that VAR is the re-licensor of APPX Software, Inc. and that VAR is not the agent of APPX Software, Inc. APPX Software, Inc. is not in privity with Customer, and Customer's purchase is directly from VAR who is responsible for providing the product, support, and other contractual fulfillment.
12. **TERMINATION.** This Sublicense may be terminated by APPX or VAR for breach. In the event of termination, the sublicense rights granted to Customer shall immediately terminate, and Customer shall immediately return all existing copies of the Authorized Software to VAR (or such substitute Person as APPX may designate) and certify in writing that all copies or partial copies of the Authorized Software have been returned or destroyed. The obligations and remedies of the parties regarding confidentiality of Authorized Software shall survive termination of this Sublicense.
13. **ASSIGNMENT.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software Product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.
14. **CHOICE OF LAW AND FORUM; ATTORNEYS' FEES; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Florida. Any dispute arising under this Agreement which cannot be resolved by private agreement shall, at the option of APPX, be submitted to the Fourth Judicial Circuit of Duval County, Florida, and the parties consent and submit to the personal jurisdiction of such court. The United Nations Convention on the International Sale of Goods and the United Nations Convention on the Formation of Contracts for the translation of this Agreement may be made for convenience, but the English language version shall govern in the event of any conflict. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable actual attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.
15. **EQUITABLE RELIEF.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.
16. **ENTIRE AGREEMENT.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.
17. **SEVERABILITY.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.
18. **NONWAIVER.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

300838

19. **EFFECT OF HEADINGS; CASES AND GENDER.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

20. **SIGNATORY AUTHORITY.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

300839

APPX SOFTWARE, INC.
AUTHORIZED SUBLICENSE

VAR: _____
ADDRESS: _____

CUSTOMER: _____
ADDRESS: _____

Effective this _____ day of _____, 19____ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software installed on _____, 19____ (the "Installation Date"), plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

PRODUCT CODE	SOFTWARE PRODUCT	RELEASE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS SUBLICENSE SHALL NOT BECOME EFFECTIVE UNLESS, WITHIN THIRTY (30) DAYS OF THE INSTALLATION DATE, VAR HAS SUBMITTED THIS SUBLICENSE TO APPX FOR ITS ACCEPTANCE TOGETHER WITH A COMPLETED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE OF APPX TO REJECT WITHIN TEN (10) DAYS A SUBLICENSE THAT WAS TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

Check One: _____
____ ACCEPTED _____ REJECTED
APPX
BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:

Manufacturer _____	Model _____
CPU Location _____	
Site # (1,2,3,) _____	CPU Serial No. _____ Network I.D. _____ Previous Registration # _____

1. **Registration.** VAR is obligated to install permanent registrations for Customers. Thereafter, each time the Authorized Software is operated, the screen will display a registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSE, THEN CUSTOMER IS ENTITLED TO A PERMANENT REGISTRATION SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) _____

2. **Ownership of Authorized Software.** CUSTOMER DOES NOT OWN THE AUTHORIZED SOFTWARE, AND NOTHING IN THIS SUBLICENSE TRANSFERS TO CUSTOMER TITLE TO ANY PORTION OF THE AUTHORIZED SOFTWARE. LICENSORS OWN ALL COPYRIGHTS AND TRADE SECRETS COMPRISING THE AUTHORIZED SOFTWARE. CUSTOMER MAY COPY, MODIFY, DISTRIBUTE, OR OTHERWISE USE THE AUTHORIZED SOFTWARE ONLY AS EXPRESSLY AUTHORIZED BY THIS SUBLICENSE AND ONLY WHILE THIS SUBLICENSE IS IN EFFECT. ANY COPYING, REPRODUCTION, MODIFICATION OR OTHER USE OF THE AUTHORIZED SOFTWARE NOT AUTHORIZED BY THIS SUBLICENSE CONSTITUTES A BREACH OF THIS SUBLICENSE AND AN ILLEGAL INFRINGEMENT OF LICENSORS' PROPRIETARY RIGHTS. CUSTOMER MUST SURRENDER ALL COPIES OF THE AUTHORIZED SOFTWARE WHEN THIS SUBLICENSE CEASES TO BE IN EFFECT.

a. **Trade Secrets.** The Authorized Software remains the valuable trade secret property of APPX or its licensor. Aspects of the Authorized Software that are trade secrets include without limitation, the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. Customer shall not disclose or transfer any copy of any portion of any Authorized Software to any person, except as specifically permitted in this agreement. Customer shall not copy, disclose, or transfer the design of nor the trade secrets embodied in any portion of Authorized Software. Customer shall not transfer or disclose any portion of Authorized Software to any person if Customer has reason to believe that such person may attempt to learn, use or disclose the trade secrets embodied in the Authorized Software.

b. **Copyright.** Each Software Product, regardless of whether it bears notice of copyright, is a copyrighted work owned by APPX or its licensor and is subject to the copyright laws of the United States and of those countries that have ratified the Universal Copyright Convention or the Berne Convention.

3. **License: Use of Authorized Software; Specified CPU(s).** Subject to the terms and conditions of this Sublicense, Customer is granted a non-exclusive and non-transferable sublicense to use the Authorized Software only on the Specified CPU(s), or temporary substitute CPU(s), and only for preparation of data and reports for Customer and for other affiliated organizations, provided that the processing is done by Customer's personnel on Customer's computers or temporary substitute computers. The Authorized Software may not be used by third parties, nor may Customer use the Authorized Software to process data for third parties.

a. **Copies and Disclosures.** Customer may copy Authorized Software for use as backup copies, at its own expense; provided that Customer (i) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Software; (ii) makes only that number of copies reasonably required; (iii) establishes a procedure for accounting for each copy at all times; and (iv) destroys or returns to VAR each such copy when it is no longer required. Customer shall ensure that Customer and its employees do not make unauthorized copies, disclosures or transfers of the Authorized Software and to prevent any person from possessing, using, or copying any portion of the Authorized Software except as expressly authorized by this Sublicense. Customer shall periodically inform its employees of Customer's obligations regarding the Authorized Software. Customer agrees to the necessity for and reasonableness of APPX security measures and further agrees not to circumvent any security measures used or instituted by APPX to protect its proprietary rights in the Authorized Software. Customer shall not decode, disassemble, decompile, or in any manner reverse engineer the Authorized Software, under any circumstances whatever.

b. **Access Restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event any less strict than those applied to Customer's most valuable computer programs or other proprietary information.

c. **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

4. **Modification.** Customer may modify the Authorized Software for its own internal use only, but may not, even for its own use, modify the Authorized Software or any portion thereof supplied to Customer in object code or in scrambled form. Every modified version of Authorized Software shall continue to be subject to all of the provisions of this Sublicense. Upon termination of this Sublicense, Customer shall completely remove all portions of the Authorized Software from every modified version of the Authorized Software. Customer acknowledges and accepts that its modifications may have little or no utility without the Authorized Software. In no event shall any modification, correction, enhancement, or any other alteration of the Authorized Software reduce or diminish in any way APPX's title to the Authorized Software or APPX's proprietary, trade secret, or copyright rights.

5. **Corrections, Enhancements and New Versions.** From time to time, corrections and minor enhancements to the Authorized Software may be provided. Corrections and minor enhancements will be provided free of charge during the Warranty Period, but Customer will bear the cost of installing them, of the media used to transmit them, of new documentation, and of any software conversion work required. From time to time, enhancements of Authorized Software may become available as new versions. Additional license fees may be imposed for new versions, and additional or different license terms may be required for enhancements and new versions. APPX will determine whether an enhancement shall be considered a new version and whether additional fees will be charged, which determination shall be final and completely binding on Customer. New versions may not be compatible with the prior versions. All corrections, enhancements, and new versions will be supplied to Customer through VAR.

THE PROVISION TO CUSTOMER OF ANY SOFTWARE PRODUCT NOT LISTED IN THE SCHEDULE AT THE BEGINNING OF THIS SUBLICENSE (WHETHER BY REASON OF INADVERTENCE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY CORRECTION, ENHANCEMENT OR NEW VERSION, SHALL NOT CONSTITUTE A WAIVER OR ABANDONMENT OF APPX'S COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS THEREIN, AND SHALL NOT AUTHORIZE OR CONSTITUTE ACQUIESCENCE TO CUSTOMER'S ONGOING ACCESS TO OR USE OF ANY SUCH PRODUCT.

300840

6. **Escrow of Source Code.** The source code for Authorized Software has been deposited with a qualified third party subject to an escrow agreement for the benefit of end users. A copy of the escrow agreement and the identity and location of the escrow agent will be available from VAR upon Customer request and for purposes expressly authorized by this Sublicense.

7. **Representation as to Title.** APPX represents that it has no reason to believe that the Authorized Software infringes upon any copyright or violates the trade secret rights of any third party. In the event of a claim that any Authorized Software product infringes upon or violates copyright or trade secret rights, APPX may, at its sole option, either defend or settle such claim, or terminate this Sublicense and refund an equitable portion of the Sublicense Fee paid for Customer's use of the Authorized Software. APPX shall be subject to the foregoing obligations only if:

- Customer notifies APPX promptly in writing of any suit or claim, whether in the form of a lawsuit or otherwise, against Customer;
- Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so; and
- Customer is not in default under this Sublicense.

APPX shall not be responsible for any compromise or settlement made without its consent. This warranty shall not apply to any infringement arising out of use of the Authorized Software in any manner not authorized by this Sublicense or in combination with other software or articles where such infringement would not have occurred but for the use of the Authorized Software in combination with such other software or articles.

8. **Performance Warranty.** Customer acknowledges that the Authorized Software is of such complexity that it may have inherent defects. APPX stands ready to correct defects that are uncovered during operation of the Authorized Software, as set forth in the following limited warranty. For a period of ninety (90) days from the Installation Date (the "Warranty Period"), APPX warrants that each Authorized Software product will perform substantially in the manner specified in its system specifications provided by APPX only if:

- the Authorized Software is used solely on the specified CPU and in conjunction with the computer equipment, operating system, and other system software specified in the product documentation provided by APPX;
- all fees and other charges due from Customer to VAR have been paid in full;
- Customer advises VAR in writing of any and all claims and nonconformities;
- Customer has installed all corrections and enhancements for the Authorized Software product; and
- APPX is able to reproduce any claimed nonconformity in the Authorized Software.

APPX does not warrant modifications of Authorized Software made or added by parties other than APPX, including VAR. Correct operation of the Authorized Software with all such modifications removed shall constitute proof that the Authorized Software operates in conformity with APPX's warranty. All obligations to Customer under APPX's warranty are owed by VAR, not APPX.

9. **Limitation of Liability Under Performance Warranty.** APPX's sole obligation under this warranty shall be to provide VAR, for forwarding to Customer, corrections (whether in the form of a new release or otherwise) to the Authorized Software via written or magnetic media so that the Authorized Software will perform as warranted, or, at APPX's option, to refund the Sublicense Fee paid to APPX by VAR for Customer's use of the defective Authorized Software. Warranty coverage does not include the cost of restoring any destroyed or defective data, media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or software conversion work made necessary by corrections.

10. **Limitation and Disclaimer of Warranties.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF APPX AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. APPX DISCLAIMS ALL OTHER WARRANTIES, OBLIGATIONS, AND LIABILITIES, EXPRESS OR IMPLIED, BY APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, CUSTOMER HEREBY WAIVES AND RELEASES ANY OTHER OBLIGATIONS, RIGHTS AND WARRANTIES, EXPRESS OR IMPLIED, BY OR AGAINST APPX, ITS OWNERS, OFFICERS, OR EMPLOYEES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE AUTHORIZED SOFTWARE OR OTHER TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THIS AGREEMENT. WARRANTIES AND OBLIGATIONS THAT APPX DISCLAIMS AND THAT CUSTOMER RELEASES AND WAIVES INCLUDE, BUT ARE NOT LIMITED TO:

- ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE;
- ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND
- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA).

11. **Termination.** This Sublicense may be terminated by APPX or VAR for breach. In the event of termination, the sublicense rights granted to Customer shall immediately terminate, and Customer shall immediately return all existing copies of the Authorized Software to VAR (or such substitute Person as APPX may designate) and certify in writing that all copies or partial copies of the Authorized Software have been returned or destroyed. The obligations and remedies of the parties regarding confidentiality of Authorized Software shall survive termination of this Sublicense.

12. **Assignment.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.

13. **Choice of Law and Forum; Attorneys' Fees; Waiver of Jury Trial.** This Sublicense shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court for the Eastern District of Virginia, Richmond Division, and the parties consent and submit to the personal jurisdiction of such court. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.

14. **Equitable Relief.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

15. **Entire Agreement.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.

16. **Severability.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.

17. **Nonwaiver.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

18. **Effect of Headings; Cases and Gender.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

19. **Signatory Authority.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:
Signature: _____
Print Name: _____
Title: _____
Date: _____

CUSTOMER: 300841
Signature: _____
Print Name: _____
Title: _____
Date: _____

ADDENDUM NO. 1 TO APPX SOFTWARE, INC.
AUTHORIZED SUBLICENSE

This ADDENDUM NO. 1, made this 12th, day of July, 1994, by and between the State of Hawaii, hereinafter referred to as "Customer", acting by and through its Director of Finance, and THE LANGE GROUP, and APPX SOFTWARE INC., hereinafter referred to as "APPX".

1. Paragraph 2.a., third sentence is modified to read as follows: "Customer shall not disclose or transfer any copy of any portion of any authorized software to any person, except as specifically authorized by law."

2. Paragraph 3.c., third sentence is modified to read as follows: "In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX and Customer deems that its interest so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interest under this Section, at APPX's expense."

3. Paragraph 7., second bullet is modified to read as follows:


- o Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so, at APPX's expense.


4. Paragraph 13., sentences 1, 2 and 3 are modified to read as follows: "This Sublicense shall be governed by, and construed in accordance with, the laws of the State of Hawaii (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity of subject matter jurisdiction exists, be submitted to the United States District Court for the State of Hawaii, located in Honolulu, Hawaii. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, excluding attorneys' fees."

5. No other terms and conditions of the APPX Software, Inc. Authorized Sublicense are amended or altered in any respect, and all terms, conditions and provisions of the APPX Software, Inc. Authorized Sublicense, unless specifically modified, altered or changed herein, shall remain in full force and effect.

APPX SOFTWARE, INC.

STATE OF HAWAII


By 
Its DIRECTOR OF FINANCE & ADMINISTRATION


By 
Its Deputy Director

THE LANGE GROUP

APPROVAL AS TO FORM:

300842

By 
Its Manager

By 
Its Deputy Attorney General

CUSTOMER: _____
ADDRESS: _____

agreed, subject to the following terms and conditions, to sublicense to Customer certain
operation ("APPX"). For purposes of this Sublicense, the term "Authorized Software"
Date"); plus related documentation furnished by APPX, including but not limited to user
HOWS:

WARE PRODUCT _____ RELEASE NO. _____

THIRTY (30) DAYS OF THE INSTALLATION DATE, VAR HAS SUBMITTED THIS
ITED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE
TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

(Check One:)

ACCEPTED _____ REJECTED _____

APPX
BY: _____
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware: A soft ac. simulation based on the following:
Manufacturer _____ Model _____
CPU Location _____
Site # (1,2,3.) _____ CPU Serial No. _____ Network I.D. _____ Previous Registration # _____

1. **Registration.** VAR is obligated to install permanent registrations for Customers. Thereafter, each time the Authorized Software is operated, the screen will display the registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSE, THEN CUSTOMER IS ENTITLED TO A PERMANENT REGISTRATION SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) _____

2. **Ownership of Authorized Software.** CUSTOMER DOES NOT OWN THE AUTHORIZED SOFTWARE, AND NOTHING IN THIS SUBLICENSE TRANSFERS TO CUSTOMER TITLE TO ANY PORTION OF THE AUTHORIZED SOFTWARE. LICENSORS OWN ALL COPYRIGHTS AND TRADE SECRETS COMPRISING THE AUTHORIZED SOFTWARE. CUSTOMER MAY COPY, MODIFY, DISTRIBUTE, OR OTHERWISE USE THE AUTHORIZED SOFTWARE ONLY AS EXPRESSLY AUTHORIZED BY THIS SUBLICENSE AND ONLY WHILE THIS SUBLICENSE IS IN EFFECT. ANY COPYING, REPRODUCTION, MODIFICATION OR OTHER USE OF THE AUTHORIZED SOFTWARE NOT AUTHORIZED BY THIS SUBLICENSE CONSTITUTES A BREACH OF THIS SUBLICENSE AND UNLAWFUL INFRINGEMENT OF LICENSORS' PROPRIETARY RIGHTS. CUSTOMER MUST SURRENDER ALL COPIES OF THE AUTHORIZED SOFTWARE WHEN THIS SUBLICENSE CEASES TO BE IN EFFECT.

a. **Trade Secrets.** The Authorized Software remains the valuable trade secret property of APPX or its licensor. Aspects of the Authorized Software that are trade secrets include without limitation, the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. Customer shall not disclose or transfer any copy of any portion of any Authorized Software to any person, except as specifically permitted in this agreement. Customer shall not copy, disclose, or transfer the design of nor the trade secrets embodied in any portion of Authorized Software. Customer shall not transfer or disclose any portion of Authorized Software to any person if Customer has reason to believe that such person may attempt to learn, use or disclose the trade secrets embodied in the Authorized Software.

b. **Copyright.** Each Software Product, regardless of whether it bears notice of copyright, is a copyrighted work owned by APPX or its licensor and is subject to the copyright laws of the United States and of those countries that have ratified the Universal Copyright Convention or the Berne Convention.

3. **License: Use of Authorized Software: Specified CPU(s).** Subject to the terms and conditions of this Sublicense, Customer is granted a non-exclusive and non-transferable sublicense to use the Authorized Software only on the Specified CPU(s), or temporary substitute CPU(s), and only for preparation of data and reports for Customer and for other affiliated organizations, provided that the processing is done by Customer's personnel on Customer's computers or temporary substitute computers. The Authorized Software may not be used by third parties, nor may Customer use the Authorized Software to process data for third parties.

a. **Copies and Disclosures.** Customer may copy Authorized Software for use as backup copies, at its own expense, provided that Customer (i) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Software; (ii) makes only that number of copies reasonably required; (iii) establishes a procedure for accounting for each copy at all times; and (iv) destroys or returns to VAR each such copy when it is no longer required. Customer shall ensure that Customer and its employees do not make unauthorized copies, disclosures or transfers of the Authorized Software and to prevent any person from possessing, using, or copying any portion of the Authorized Software except as expressly authorized by this Sublicense. Customer shall periodically inform its employees of Customer's obligations regarding the Authorized Software. Customer agrees to the necessity for and reasonableness of APPX security measures and further agrees not to circumvent any security measures used or instituted by APPX to protect its proprietary rights in the Authorized Software. Customer shall not decode, disassemble, decompile, or in any manner reverse engineer the Authorized Software, under any circumstances whatever.

b. **Access Restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event any less strict than those applied to Customer's most valuable computer programs or other proprietary information.

c. **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

4. **Modification.** Customer may modify the Authorized Software for its own internal use only, but may not, even for its own use, modify the Authorized Software or any portion thereof supplied to Customer in object code or in scrambled form. Every modified version of Authorized Software shall continue to be subject to all of the provisions of this Sublicense. Upon termination of this Sublicense, Customer shall completely remove all portions of the Authorized Software from every modified version of the Authorized Software. Customer acknowledges and accepts that its modifications may have little or no utility without the Authorized Software. In no event shall any modification, correction, enhancement, or any other alteration of the Authorized Software reduce or diminish in any way APPX's title to the Authorized Software or APPX's proprietary, trade secret, or copyright rights.

5. **Corrections, Enhancements and New Versions.** From time to time, corrections and minor enhancements to the Authorized Software may be provided. Corrections and minor enhancements will be provided free of charge during the Warranty Period, but Customer will bear the cost of installing them, of the media used to transmit them, of new documentation, and of any software conversion work required. From time to time, enhancements of Authorized Software may become available as new versions. Additional license fees may be imposed for new versions, and additional or different license terms may be required for enhancements and new versions. APPX will determine whether an enhancement shall be considered a new version and whether additional fees will be charged, which determination shall be final and completely binding on Customer. New versions may not be compatible with the prior versions. All corrections, enhancements, and new versions will be supplied to Customer through VAR.

THE PROVISION TO CUSTOMER OF ANY SOFTWARE PRODUCT NOT LISTED IN THE SCHEDULE AT THE BEGINNING OF THIS SUBLICENSE (WHETHER BY REASON OF INADVERTENCE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY CORRECTION, ENHANCEMENT OR NEW VERSION, SHALL NOT CONSTITUTE A WAIVER OR ABANDONMENT OF APPX'S COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS THEREIN, AND SHALL NOT AUTHORIZE OR CONSTITUTE ACQUIESCENCE TO CUSTOMER'S ONGOING ACCESS TO OR USE OF ANY SUCH PRODUCT.

From: Wayne T Sasaki on 01/18/2000 02:53 PM
To: Karen M Higa/DAGS/StateHiUS@StateHiUS
cc:

Subject: Re: APPX agreement 

Karen,

Okay
Thanks
wts

Karen M Higa

Karen M Higa

01/18/2000 12:56 PM

To: Wayne T Sasaki/DAGS/StateHiUS@StateHiUS
cc:

Subject: APPX agreement

Hi Wayne,

I compared the new APPX agreement to the old one, and they are basically the same. I think it's better to get AG's comments on the old one and apply it to the new agreement - I'd hate to confuse the issue and have the review take even longer.....

Thanks. Karen

300844

Bureau of Conveyances

Project Status Meeting

September 11, 2001

Overview and Quarterly Accomplishments (June 1, 2001 – August 31, 2001)

Contract "A" was awarded on May 30, 2000, #46621 which covers Task 1-5 (and a subset of Task 3). Supplemental Agreement Number 1 to ICS-FY-99-52, Contract "B", was awarded on December 27, 2000, which covers a subset of Task 3 and Task 6, 7, 10, and Contract "C" was submitted on June 7, 2001, which covers a subset of Task 3 and Task 8, 9, 11. ~~Contract "C" is still pending final signatures.~~

The balance of the Task 1 PC's were procured which included the Cashier's PC's with Flat Panel displays to fit in the new counter space. During this period, orientation was started with Frank and Andy from DPO, who will now be taking Sam's critical place in the project. The Data Storage components (DASD & Optical Storage) was purchased and installed to prepare for the migration of the Backfile images from Task 12 Vendor, Title Guaranty. More testing and rotational training took place on the BCIS in the applications, K03 LCATS, K06 Receiving, and K08 Abstracting, where each test, resulted in changes to the application that were deemed of great time savings without losing the benefit of familiarity. As BOC users became more familiar with the new GUI features, they began to "think out of the box", resulting in many new suggestions to change the fundamental ways work is being done at the BOC. Because of this, more time is being spent up front in re-designing, and re-testing these new changes. Global efforts to synchronize all historic data from the three disparate systems (LCATS, Receiving and Unisys) on the new BCIS is being done. Although the Imaging import and scan tasks were delayed, pending clarifications and public meetings, it has resumed this month with all personnel working hard to keep on schedule.

- ❖ A Quarterly Status Report is being presented for review

Activities for the Next Quarter (September 1 – November 30)

This next quarter will be at a much faster pace with different aspects of the project coming together and final cut-over from the Wang to the BCIS planned before the end of the year. Document imaging and backfile migration will be underway this quarter and will entail a new bar-coded, smaller labels look. All systems will be tightly integrated with the goal of utilizing a "one-time-entry" scheme and enhanced system design to provide a higher degree of data integrity. A VPN will be established for secure Title Company access. The VPN is a replacement of the existing Hawaii FYI modem pool, which provides a level of modernization over and above the original design. An ftp server, running Linux will be explored as suggested by the Title Plant & Board of Realtors for downloading General Indexes and Images. The Neighbor Island sites will communicate with the BCIS utilizing the Statewide NGN vs DLNR's more costly T1 as originally planned. The network will be redesigned to allow for a DMZ, and will be well positioned for secure Internet access.

Follow-up Items

~~Finalization of Contract "C"~~ and start of the maintenance contracts (known as column "D") with vendors following the warranty period. Review additional hardware items purchased under Attachment H for reallocation of Task funds. Insure that Neighbor Island sites are ready for business.

Topics of Interest

Talks continue with State Parks regarding sharing of the BCIS resources. The BOC lost Mason Young, a talented visionary who will be known as haven gotten the funds to make the BCIS a reality. ICSD switched the SP-BOC1 node over to new UPS on Labor Day weekend. A major document number new scheme is being explored for greater flexibility and handling of advance bulk recordings. 300845

The Lange Group

State of Hawaii
Department of Land & Natural Resources

Bureau of Conveyance
ICS-FY-99-52

Quarterly Status Report

06/01/2001 – 08/31/2001

September 11, 2001

The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, Hawaii

300846

Activity for this Quarterly Period (June 1, 2001 – August 31, 2001)

The following project tasks are in progress or have been completed during this reporting period:

Task 1: Implement a Basic BOC Network

- Procured the balance of the PC Workstations & installation
- Conducted initiation meetings with new DPO assigned staff Frank & Andy
- Conducted network reviews & planning for additional hardware
- Upgraded Win2000 Server software drivers to accommodate TG's DLT tape formats
- Revised Network Design Document

Task 2: BCIS Requirements Verification

- Conducted various meetings with BOC – Receiving, Review, Abstracting

Task 3: Replacement of R/S and L/C

- Procured & installed the balance of the data storage components – Optical Library & Disks
- Continued the Migration Prototype Test (Wang Replacement) of (K03) LCATS & (K06) Receiving
- Conducted various integration specification meetings regarding K06, K08, K03 applications
- Conducted Workflow reviews & statistics to validate Integration specifications
- Attended meetings w/BOR, DataTrace & ICSD re GI Daily Tape from UNISYS
- Conducted various hardware installation & Network Planning meetings – VPN (Hi FYI repl)
- Designed and Development of R/S and GI Index programs
- Revised System Requirements Specifications Document

Task 4: Imaging on BOC

- Continued the Testing of the new (K08) Abstracting Application
- Conducted Workflow reviews & statistics to validate new design
- Revised System Requirements Specifications Document

Task 5: Image Integration on BCIS

- Conducted various requirements and technical detail design meetings
- Designed and began development of K03, K06, K08 image integration programs

Task 6: Remote Access to Text Data

- Conducted various requirements and technical detail design meetings
- Conducted various configuration & network planning meetings – NGN to NI

Task 7, 7b: Remote Access to Images & Backfile Migration

- Conducted various requirements meetings and developed plan for Backfile image migration
- Tested TG Tape Transfers to Win2000 Server and posting to BCIS
- Design and Development of Backfile Import Programs using Kofax

300847

Task 10: Data Remediation

- Conducted various meetings regarding logistics / data paths / connectivity and developed plan to standardize historical data
- Researched ftp services w/ICSD and designed file layouts for Main Frame transfers
- Conducted various meetings to re-vamp and standardize Class Codes & Firm Names across LCATS & General Indexes

300848

Deliverables and Milestones

Task 1: Implement a Basic BOC Network

- Delivery & Installation of Attachment H Components
- Revised Network Design Document

Task 2: BCIS Requirements Verification

- None

Task 3: Replacement of R/S and L/C

- Delivery & Installation of Attachment H Components
- Revised Title Company Remote Access via Internet Connection Diagram
- Delivery of Content Manager & TSM Installation Guide
- Delivery of DB2 Universal Database (UDB) Enterprise Edition (EE) System Review Document

Task 4: Imaging on BOC

- None

Task 5: Image Integration on BCIS

- None

Task 6: Remote Access to Text Data

- Revised BOC Neighbor Island Connections Diagram

Task 7, 7b: Remote Access to Images & Backfile Migration

- Revised Image Data Field Requirements & Media Transfer Specification

Task 10: Data Remediation

- Requirements Documentation (Doc Class Codes, Firm Names)

Change Authorizations

There are no change authorizations at this time.

300849

Planned Activities for the Next Quarter (September 1, 2001 – November 30, 2001)

Task 1: Implement a Basic BOC Network

- Procure the balance of the hardware, install and configure
- Revise Network Design Document

Task 2: BCIS Requirements Verification

- Complete the Requirements Documentation

Task 3: Replacement of R/S and L/C

- Configure balance of the BCIS data storage components
- Perform Parallel Test of the prototype BCIS to validate Workflow assumptions
- Procure, install and configure the Bar Code Printers
- Procure, install and configure the Hawaii FYI replacement VPN components
- Plan Migration of Mainframe Data to BCIS
- Test R/S & GI Index programs
- Begin Acceptance System Tests
- Update documentation of the RS/6000 installation
- Complete training of all staff on K03 LCATS & K06 Cash Register
- Define & develop Enhancements

Task 4: Imaging on BOC

- Review other ways to share Map Scanning responsibilities with DAGS
- Procure the Map Scanner, install and configure
- Complete customization of Kofax and Content Manager (Visual Info)
- Develop System Test Cases and the Acceptance Plan
- Begin Acceptance Test
- Complete training of all staff on Scanning

Task 5: Image Integration on BCIS

- Complete customization to Kofax and VisualInfo
- Complete integration to K03 LCATS and K06 Receiving software customizations
- Test integration of K08 Abstracting with Content Manager (Visual Info)
- Begin System Acceptance Tests
- Schedule T3 training with BOC

Task 6: Remote Access to Text Data

- Procure, Install and Configure Remote Node(s) Hardware
- Conduct requirements and detail design specifications for Remote Text data access programs
- Develop and Implement Remote Access programs on BCIS
- Schedule T3 training to BOC

300850

Task 7, 7b: Remote Access to Images & Backfile Migration

- Develop, Install and Configure software
- Conduct T3 Training
- Begin Imports of Backfile Images

Task 8: Enable Public Access to Text Data

- Procure, Install and Configure hardware
- Complete Requirements Verification & Specifications
- Design, Develop & Install Access Software
- Begin Acceptance System Test
- Complete training

Task 9: Enable Public Access to Image Data

- Complete Requirements Verification & Specifications
- Design, Develop & Install Access Software
- Begin Acceptance System Test
- Complete all training

Task 10: Data Remediation

- Finalize Class & Firm Name tables
- Plan Migration of Mainframe Data to BCIS
- Develop Update programs for K03 LCATS for data remediation
- Perform Data Remediation of Mainframe Data and LCATS Data
-

Task 11: GIS Requirements Study

- Determine Resource to be Utilized & Verify Requirements
- Perform Study
- Complete Study Documentation

300851

Project Schedule – Planned Activities

The estimated schedule below represents task planned for the next 12 weeks from September 01, 2001 through November 30, 2001, including the last four weeks through December 31st, of the project.

Task Description	SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 Implement a BOC Network																
Procure/Install balance of Hardware																
Update Network Documentation																
Task 2 BCIS Requirements Verify																
Complete Requirements Document																
Task 3 Replacement of R/S & L/C																
Procure & Configure balance of h/w																
Procure & Configure VPN																
Continue Validation Test																
Begin Acceptance System Test																
Complete training of all Staff																
Convert Wang Data & Cutover to BCIS																
Update RS/6000 Install Document																
Define/Install Enhancements																
Task 4 Implement Imaging																
Procure, Install Map Scanner																
Customize Kofax & CM/Visual Info																
Conduct T3 Training																
Begin Acceptance System Test																
Task 5 Imaging on BCIS																
Customize K03 & K06 for Images																
Conduct T3 Training																
Complete Acceptance Testing																
Task 6 Remote Access to Text Data																
Procure/Install remote node hardware																
Design/Develop Access Programs																
Conduct T3 Training																
Task 7 Remote Access to Images																
Task 7b Backfile Migration of Images																
Develop/Install/configure software																
Conduct T3 Training																
Begin Imports of Backfile Images																
Task 8 Public Access to Text Data																
Requirements Specifications																
Procure/Install/Configure h/w																
Conduct T3 Training																
Task 9 Public Access to Images																
Requirements Specifications																
Conduct T3 Training																
Begin Acceptance System Test																

300852

Project Schedule – Planned Activities continuation

Task Description	SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 10 Data Remediation																
Finalize Class & Firm Name tables																
Plan Migration of Data to BCIS																
Develop/Install/Test Update programs																
Perform Data Remediation																
Task 11 GIS Requirements Study																
Requirements Verification																
Perform Study																

300853

Overall Project Financials

PAYMENT MILESTONE SCHEDULE Award: ICS-FY-99-52 Contract #46621 Initial Contract (Task 1-5) (4/5/00) Sup Agr #1 (Task 3*,6,7,10) (1/4/01) Sup Agr #2 (Task 3^,8,9,11) (PEN 6/7) As of 09/11/2001					
	Labor + GET Incl. Sub Contractors	Attachment H	Total	% Completed	Total Payments Made To Date
Task 1 Implement a Basic BOC Network					
Deliver Network Design Document	23,051.93		23,051.93	100%	
Delivery of Attachment H Components-partial		128,794.18	128,794.18	100%	
Delivery of Attachment H Components-balance		6521.00	6521.00	0%	
Installation of Cabling (Boss Electric)	40,837.24		40,837.24	100%	
Installation of Hardware	41,577.86		41,577.86	90%	
Task 1 Totals	105,467.03	135,315.18	240,782.21		215,101.07
Task 2 BCIS Requirements Verification					
Deliver Requirements Document	48,458.02		48,458.02	80%	
Task 2 Totals:	48,458.02		48,458.02		0.00
Task 3 Replacement of R/S & L/C					
Delivery of Attachment H Components-partial		175,848.38	175,848.38	100%	
Delivery of Attachment H Components-partial		136,052.24	136,052.24	100%	
Delivery of Attachment H Components-balance		14,322.66	14,322.66	0%	
Installation of Hardware	38,339.34		38,339.34	100%	
Migration Prototype Test (Wang Replacement)	43,541.39		43,541.39	100%	
*Migration Acceptance Test (Production)	21,979.02		21,979.03	50%	
*New R/S and GI's Completion	45,833.04		45,833.04	50%	
^Enhancements	27,603.99		27,603.99	0%	
Task 3 Totals:	177,296.78	326,223.28	503,520.06		337,943.22
Task 4 Imaging on BOC					
Delivery of Attachment H Components		285,034.44	285,034.44	95%	
System Requirements Document	44,458.06		44,458.06	100%	
Installation of Imaging Hardware	38,299.79		38,299.79	100%	
Installation of Imaging Software	70,653.73		70,653.73	50%	
Completion of Training	80,784.93		80,784.93	0%	
Task 4 Totals:	234,196.51	285,034.44	519,230.95		369,188.52
Task 5 Imaging on BCIS					
Completion of Acceptance Test (Production)	44,739.33		44,739.33	0%	
Completion of Training	36,353.93		36,353.93	0%	
Task 5 Totals:	81,093.26		81,093.26		0.00

300854

Overall Project Financials - continued

PAYMENT MILESTONE SCHEDULE Award: ICS-FY-99-52 Contract #46621 Initial Contract (Task 1-5) (4/5/00) Sup Agr #1 (Task 3*,6,7,10) (1/4/01) Sup Agr #2 (Task 3^,8,9,11) (PEN 6/7) As of 09/11/2001					
	Labor + GET Incl. Sub Contractors	Attachment H	Total	% Completed	Total Payments Made To Date
Task 6 Enable Remote Access to Text Data					
Delivery of Attachment H Components		59,524.24	59,524.24	0%	
Completion of Training	17,869.68		17,869.68	0%	
Task 6 Totals:	17,869.68	59,524.24	77,393.92		0.00
Task 7 Enable Remote Access to Images					
Task 7b Backfile Migration					
Delivery of Requirements Document (TG Import)	17,945.73		17,945.73	100%	
Completion of Programs & Training (TG Import)	14,449.91		14,449.91	80%	
Completion of Programs & Training (NI Remotes)	14,771.80		14,771.80	50%	
Task 7 & 7b Totals:	47,167.44		47,167.44		0.00
Task 8 Enable Public Access to Text Data					
Delivery of Attachment H Components		33,121.12	33,121.12	0%	
Delivery of System Specifications	53,175.71		53,175.71	0%	
Completion of Training	53,175.72		53,175.72	0%	
Task 8 Totals:	106,351.43	33,121.12	139,472.55		0.00
Task 9 Enable Public Access to Image Data					
Delivery of System Specifications	20,675.92		20,675.92	0%	
Completion of Acceptance Test	20,675.92		20,675.92	0%	
Completion of Training	20,675.92		20,675.92	0%	
Task 9 Totals:	62,027.76		62,027.76		0.00
Task 10 Data Remediation					
Delivery of Requirements Documentation	3,999.97		3,999.97	100%	
Completion of Programs & Review	10,583.27		10,583.27	90%	
Migration of Mainframe Data to BCIS	7,083.29		7,083.29	0%	
Task 10 Totals:	21,666.53		21,666.53		3,999.97
Task 11 GIS Requirements Study					
Delivery of Study Results	33,749.78		33,749.78	0%	0.00
Task 11 Totals:					
Initial Contract Totals:	551,095.55	746,572.90	1,297,668.45		922,232.81
Supplemental #1 Contract Totals:	154,515.72	59,524.23	214,039.95		3,999.97
Supplemental #2 Contract Totals:	229,732.96	33,121.12	262,854.08		0.00
GRAND TOTALS:	935,344.23	839,218.25	1,774,562.48		926,232.78

300855

LINDA LINGLE
GOVERNOR



RUSS K. SAITO
Comptroller

KATHERINE H. THOMASON
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

July 31, 2003

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, HI 96814

Dear Ms. Lindsey:

Subject: Supplemental Agreement No. 6
Agreement No. ICS-FY-99-52
BOC Integrated System

Enclosed is a fully executed copy of the above referenced agreement for your file.

If you have any questions, please call Mrs. Barbara Tom, Planning and Project Management Officer, at (808) 586-1920 x 309.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura", written over a horizontal line.

LESTER M. NAKAMURA, Administrator
Information and Communication
Services Division

Enclosure

300856

h

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
Comments and Recommendation

DAGS Comptroller Referral No.:

Date: July 16, 2003

Contact Name: Barbara Tom

Phone: 586-1920 x 309

Approved By: 

Date: JUL 21 2003

Recommendation:

Two original Supplemental Agreements approved as to form by the Attorney General are attached.

The Information and Communication Services Division (ICSD) recommends that the Comptroller sign two copies of the Supplemental Agreement #6 to Lange Group to extend time to December 30, 2003.

Nature of Request:

The ICSD requests that the Comptroller sign two copies of the Supplemental Agreement #6 to Lange Group to extend time to December 30, 2003.

Background: (Define the problem)

The ICSD prepared the RFP, contracts for Parts I and II, and all supplemental agreements (1-6) for the vendor and the Bureau of Conveyances (BOC); obtained approval as to form by the Attorney General; and needs to forward a copy of the executed agreement to the vendor and the Department of Land and Natural Resources (DLNR) for encumbrance and contract processing.

The contract was for the development and implementation of a new system for the BOC, which will replace the regular Land Court System and the current automated Tracking System, and incorporate current imaging and document management technologies. The RFP was divided into two parts that were awarded separately to the Lange Group for the basic system, and to First Title for the back file conversion.

This 6 month is necessary to allow the vendor to remain on-call to fix any problems related to the Internet functions of the new BOC system. The extension is for time only; the contract cost will not be affected.

Analysis/Basis for Recommendation: (Include, as appropriate, discussion of pros and cons, consequences of action, alternatives considered, legal authority, etc.)

See above. Please sign the supplemental agreements as indicated.

300857

LINDA LINGLE
GOVERNOR



RUSS K. SAITO
Comptroller

KATHERINE H. THOMASON
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

July 2, 2003

TRANSMITTAL FORM

TO: The Honorable Mark J. Bennett, Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator
Information and Communication Services Division

A handwritten signature in black ink, appearing to read "Lester M. Nakamura", written over the "FROM" line.

SUBJECT: Supplemental Agreement #6 with The Lange Group to Extend the Bureau of
Conveyances Contract Another 6 Months Resulting from ICS-FY-99-52

RECEIVED
DEPARTMENT OF
ATTORNEY GENERAL
STATE OF HAWAII
JUL 3 3 54 PM '03

ORIGINAL(S)	DATE	DESCRIPTION
2	June 30, 2003	Supplemental Agreement No. 6

TRANSMITTED FOR:

<input type="checkbox"/> Review and Comments	<input type="checkbox"/> Your Information
<input checked="" type="checkbox"/> Approval as to Form	<input type="checkbox"/> Per Your Request
<input type="checkbox"/> See Remarks Below	

REMARKS:

Please review and approve as to form the attached agreements.

Please call Mrs. Barbara Tom, at 586-1920 x 309 if you have any questions.

Thank you.

Attachment

300858

The Lange Group

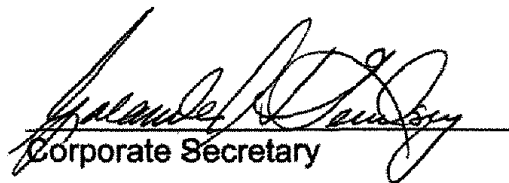
Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

The undersigned, being the corporate secretary of Unique Computer Systems, Inc., dba The Lange Group, a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting duly called and held on the eighteenth day of January 2003 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President of this corporation, is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation with the State of Hawaii or any agency of department thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 27th day of June, 2003.


Corporate Secretary

(SEAL)

300859

LINDA LINGLE
GOVERNOR



RUSS K. SAITO
Comptroller

KATHERINE H. THOMASON
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

June 17, 2003

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, Hawaii 96814

Dear Ms. Lindsey:

Attached are two copies of Supplemental Agreement No. 6 for Part 1 of ICS-FY-99-52 contract to develop and implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii. Please execute Supplemental Agreement No. 6 and return it to the Department of Accounting and General Services, Information and Communication Services Division, within fifteen (15) calendar days after your receipt.

Proper execution by your company will require the following:

1. Supplemental agreements (2) signed by the contractor's representative;
2. The corporate seal affixed on page 3, adjacent to the signature line of the contractor;
3. Submission of the executed Contractor's Acknowledgment;
4. Submission of completed Standards of Conduct Declaration; and
5. Submission of an original document authorizing the representative to sign the contract (see the enclosed Certificate Re Corporate Resolution).

If you have any questions on this matter, please call Ms. Barbara Tom, Planning and Project Management Officer, at (808) 586-1920 x 309.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

LESTER M. NAKAMURA, Administrator
Information and Communication
Services Division

Attachments

300860

Barbara L Tom
06/26/03 09:08 AM

To: Mahealani K Kaonohi/DAGS/StateHiUS@StateHiUS
cc: Barbara L Tom/DAGS/StateHiUS@StateHiUS
Subject: Re: The Lange Group

Mahealani,

I spoke with Carl Watanabe (BOC) and he said he will call Nani to have her send the completed Supp 6 to us this week.

This one does not involve money and the Contract funding is DLNR, not us, but a contract legally has to be extended before expiration to continue work - That is the issue if late but not our problem. Don't worry about it. I suspect Nani will deliver the Supp son and we will process per usual.

bt
Mahealani K Kaonohi



Mahealani K Kaonohi
06/25/03 04:11 PM

To: Barbara L Tom/DAGS/StateHiUS@StateHiUS
cc:
Subject: The Lange Group

We mailed document(s) to Nani Lindsey of The Lange Group on 06/18/03 and have not gotten anything back. Please let me know the situation and/or status. Thanks.

300861

LINDA LINGLE
GOVERNOR



6/17/03 Ltr to Nani from
Lange Grp to LES for
signature.

RUSS K. SAITO
Comptroller

KATHERINE H. THOMASON
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

June 9, 2003

TRANSMITTAL FORM

TO: The Honorable Mark J. Bennett, Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator
Information and Communication Services Division

SUBJECT: Supplemental Agreement #6 with The Lange Group to Extend the
Bureau of Conveyance Contract

ORIGINAL(S)	DATE	DESCRIPTION
1	June 30, 2003	Draft Supplemental Agreement #2 ICS-FY-99-52

TRANSMITTED FOR:

<input checked="" type="checkbox"/> Review and Comments	<input type="checkbox"/> Your Information
<input type="checkbox"/> Approval as to Form	<input type="checkbox"/> Per Your Request
<input type="checkbox"/> See Remarks Below	

REMARKS:

Please review and comment on the attached agreement to be extended for another 6 months.

Please call Mrs. Barbara Tom at 586-1920 x 309 if you have any questions.

Attachments

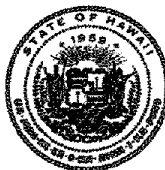
Thank you

300862

RECEIVED
DEPARTMENT OF
ATTORNEY GENERAL
STATE OF HAWAII
JUN 10 4 14 PM '03

HC'D to : _____

LINDA LINGLE
GOVERNOR



RUSS K. SAITO
Comptroller

KATHERINE H. THOMASON
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

February 21, 2003

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, HI 96814

Dear Ms. Lindsey:

Subject: ICS-FY-99-52 Supplemental Agreement No. 5
Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of ICS-FY-99-52 Supplemental Agreement No. 5 for your files.

If you have any questions, please call Mrs. Barbara Tom of the Planning and Project Management Office, at 586-1920, extension 309.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura", written over a horizontal line.

LESTER M. NAKAMURA, Administrator
Information and Communication
Services Division

Enclosure

300863

**STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
Comments and Recommendation**

DAGS Comptroller Referral No.:

Date: February 18, 2003

Contact Name: Barbara Tom

Phone: 586-1920 x 309

Approved By: 

Date: FEB 18 2003

Recommendation:

Two original Supplemental Agreements approved as to form are attached.

The Information and Communication Services Division (ICSD) recommends that the Comptroller sign two copies of the Supplemental Agreement #5 to Lange Group to extend time to June 30, 2003.

Nature of Request:

The ICSD requests that the Comptroller sign two copies of the Supplemental Agreement #5 to Lange Group to extend time to June 30, 2003.

Background: (Define the problem)

The ICSD prepared the RFP, contracts for Parts I and II, and all supplemental agreements (1-5) for the vendor and the Bureau of Conveyances, obtained approval as to form by the Attorney General, and expects to forward a copy of the executed agreement to the vendor and the Department of Land and Natural Resources (DLNR) for encumbrance and contract processing.

The original contract was for developing and implementing a modernized system for the BOC that would replace the regular Land Court System and the current automated Tracking System and incorporate modernized imaging and document management. The RFP was divided into two parts, which were awarded separately to the Lange Group for the basic system and to First Title for the back file conversion. If more information is needed, file copies can be made of the RFP, award letters, contracts and supplemental agreements. All are large documents that would be voluminous to copy.

This is a rush now because the package was held up since December by ICSD in error.

Analysis/Basis for Recommendation: (Include, as appropriate, discussion of pros and cons, consequences of action, alternatives considered, legal authority, etc.)

See above. Please sign the supplemental agreements as indicated.

300864

LINDA LINGLE
GOVERNOR



12/30/2002 - AG
WAYNE M. HORIE
Acting Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

December 24, 2002

TRANSMITTAL FORM

TO: The Honorable Rick Keller, Acting Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator
Information and Communication Services Division

SUBJECT: Lange Group Supplemental Agreement Due to Extension

ORIGINAL(S)	DATE	DESCRIPTION
2	December 30, 2002	Supplemental Agreement to Lange Group

TRANSMITTED FOR:

<input type="checkbox"/> Review and Comments	<input type="checkbox"/> Your Information
<input checked="" type="checkbox"/> Approval as to Form	<input type="checkbox"/> Per Your Request
<input checked="" type="checkbox"/> See Remarks Below	

Please call Ms. Barbara Tom at 586-1920 extension 309 if you have any questions.

Attachments

REMARKS:

Please review as soon as possible.

300865



STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

December 5, 2002

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, Hawaii 96814

Dear Ms. Lindsey:

Attached are two copies of Supplemental Agreement No. 5 for Part 1 of ICS-FY-99-52 contract to develop and implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii. Please execute Supplemental Agreement No. 5 and return it to the Department of Accounting and General Services, Information and Communication Services Division, within fifteen (15) calendar days after your receipt.

Proper execution by your company will require the following:

1. Supplemental agreements (2) signed by the contractor's representative;
2. The corporate seal affixed on page 3, adjacent to the signature line of the contractor;
3. Submission of the executed Contractor's Acknowledgment;
4. Submission of completed Standards of Conduct Declaration; and
5. Submission of an original document authorizing the representative to sign the contract (see the enclosed Certificate Re Corporate Resolution).

If you have any questions on this matter, please call Ms. Barbara Tom, Planning and Project Management Officer, at (808) 586-1920 x 309.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura", written over a horizontal line.

LESTER M. NAKAMURA, Administrator
Information and Communication
Services Division

300866

Attachments

BENJAMIN J. CAYETANO
GOVERNOR



GLENN M. OKIMOTO
Comptroller

MARY ALICE EVANS
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

June 17, 2002

AD

file / complete

Ms. Nani Lindsey
The Lange Group
1100 Ward Avenue, Suite 1050
Honolulu, HI 96814

Dear Ms. Lindsey:

Subject: ICS-FY-99-52 Supplemental Agreement No. 4
For Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii

Enclosed is a fully executed copy of Supplemental Agreement No. 4 for ICS-FY99-52 for your file.

If you have any questions on this matter, please call Ms. Barbara Tom, Planning and Project Management Officer, at (808) 586-1913.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

LESTER M. NAKAMURA, Administrator
Information and Communication
Services Division

Enclosure

300867

6/14/2002 B.Tom has
contracts
WASE

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
INFORMATION AND COMMUNICATION SERVICES DIVISION
Comments and Recommendation

DAGS Comptroller Referral No.:

Date: June 10, 2002

Contact Name: Barbara Tom

Phone: 586-1913

Approved By: 

Date: JUN 12 2002

COMPTROLLER'S OFFICE
DAGS
2002 JUN 13 A 10:28

Recommendation:

Two original Supplemental Agreements approved as to form are attached.

The Information and Communication Services Division (ICSD) recommends approval by endorsement to the Supplemental Agreement No 4 to extend time of the contract resulting from ~~ICS-FY-99-52~~ with Lange Group for Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking Systems for the Bureau of Conveyances (BOC), Department of Land and Natural Resources, State of Hawaii.

Nature of Request:

The ICSD requests Comptroller signature to execute the supplemental agreements for the BOC systems for which ICSD did the contract and Supplemental Agreements 1, 2, and 3.

Background: (Define the problem)

The supplemental agreement is used by ICSD to amend any contract (see page 2 for possible amendments), which is usually to extend time of performance. The process requires Comptroller's signature on all contracts and contract amendments in order to execute them.

Analysis/Basis for Recommendation: (Include, as appropriate, discussion of pros and cons, consequences of action, alternatives considered, legal authority, etc.)

The Supplemental Agreement is required by the Attorney General by all departments wishing to amend contracts. This one is to amend the contract to extend time to December 2002 by six months and was requested by the BOC.

300868

The Lange Group

Software Systems Analysis & Telecommunications Consulting

CERTIFICATION OF CORPORATE RESOLUTION

The undersigned, being the corporate secretary of Unique Computer Systems, Inc., dba The Lange Group, a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at a meeting duly called and held on the eighteenth day of January 2002 at it's offices at 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii 96814, at which a quorum was present, and acting throughout, and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time of holding the position of President of this corporation, is hereby authorized to execute on behalf of the Corporation, any bid, proposal, contract, agreement, bonds, surety bonds, and other documents and instruments required by any such bid, proposal, or contract, for software and consulting services to be performed by the Corporation with the State of Hawaii or any agency of department thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Unique Computer Systems, Inc. dba The Lange Group, on this 29th day of May, 2002.


Corporate Secretary

(SEAL)

300869

BENJAMIN J. CAYETANO
GOVERNOR



GLENN M. OKIMOTO
Comptroller

MARY ALICE EVANS
Deputy Comptroller

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119

May 30, 2002

TRANSMITTAL FORM

TO: The Honorable Earl I. Anzai, Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator
Information and Communication Services Division

A handwritten signature in dark ink, appearing to read "Lester M. Nakamura", written over the "FROM:" line.

SUBJECT: Supplemental Agreement #4 with The Lange Group to Extend the Bureau of
Conveyances Contract Resulting from ICS-FY-99-52

ORIGINAL(S)	DATE	DESCRIPTION
2	May 29, 2002	Supplemental Agreement No. 4 executed by Lange Group

TRANSMITTED FOR:

☐ Review and Comments
☒ Approval as to Form
☐ See Remarks Below

☐ Your Information
☐ Per Your Request

Please call Ms. Barbara Tom at extension 6-1913 if you have any questions.

Attachments

REMARKS:

300870

MAY 31 2002

Barbara L Tom

11/05/01 10:40 AM

To: Karen M Higa/DAGS/StateHiUS@StateHiUS
cc: Barbara L Tom/DAGS/StateHiUS@StateHiUS
Subject: BOC Contract C Extension

Karen,

I attended the BOC status meeting this morning.

Nani presented a schedule for BCIS that will extend work through the first quarter (end of March 2002). The existing contract ends December, 2001. It would be better to extend to end of June - 6 months instead of 3 - just in case more time is needed. If Nani is able to finish by March, OK but we need to extend Contract C to end FY anyway.

I will leave schedule and a memo from Carl on your chair. If any questions, see me or call Nani.

Can you do it? If so, when do you estimate?

bt

300871

Project Schedule – Planned Activities

The estimated schedule below represents task planned for the next 2 MONTHS from November 01, 2001 through December 31, 2001, including the 1st Quarter 2002.

Task Description	NOVEMBER				DECEMBER				Q1 '2002		
	1	2	3	4	1	2	3	4	Jan – Mar '02		
Task 1 Implement a BOC Network											
Procure/Install balance of Hardware											
Update Network Documentation											
Task 2 BCIS Requirements Verify											
Complete Requirements Document											
Task 3 Replacement of R/S & L/C											
Procure & Configure balance of h/w											
Procure & Configure VPN											
Complete training of all Staff											
Continue Validation Test											
Begin Acceptance System Test											
Convert Wang Data & Cutover to BCIS											
Update RS/6000 Install Document											
Define/Install Enhancements											
Task 4 Implement Imaging											
Procure, Install Map Scanner H/W											
Compl Customize Kofax & CM/VI											
Complete K08 T3 Training											
Begin Acceptance System Test											
Task 5 Imaging on BCIS											
Customize Applications for Images											
Compl Customized Microfilm Rolls											
Conduct T3 Training											
Complete Validation Test											
Complete Acceptance Testing											
Task 6 Remote Access to Text Data											
Procure/Install remote node hardware											
Design/Develop Access Programs											
Conduct T3 Training											
Task 7 Remote Access to Images											
Task 7b Backfile Migration of Images											
Design/Customize Application s/w											
Conduct Import Validation Test											
Conduct Import Training											
Begin Imports of Backfile Images											
Conduct NI Validation Test											
Conduct T3 Training											

Contract S Jan = Dec 31, 2001
 Expected only 9 ~~months~~
 June 2002
 300872

Project Schedule – Planned Activities continuation

Task Description	NOVEMBER				DECEMBER				Q1 '2002		
	1	2	3	4	1	2	3	4	Jan – Mar '02		
Task 8 Public Access to Text Data											
Requirements Specifications											
Procure/Install/Configure h/w											
Design/Develop/Install s/w											
Conduct T3 Training											
Task 9 Public Access to Images											
Requirements Specifications											
Design/Develop/Install s/w											
Conduct T3 Training											
Complete Acceptance Test											
Task 10 Data Remediation											
Design Spec Remediation of MF Data											
Test Data Migration Path (FTP)											
Develop/Install/Test Update programs											
Perform Data Remediation & Migrate											
Task 11 GIS Requirements Study											
Requirements Verification											
Perform Study											

- B – Benchmark Full Data Transfers between Wang and BCIS
- F – Full Data Transfer
- I – Incremental Data Transfer

300873

MEMORANDUM

Date: November 5, 2001
To: BCIS Committee/T-1 Trainers
Fr: Carl T. Watanabe
Re: BCIS Timetable

BCIS testing for the week of November 5th:
Regular 25 Land Court 50 DS 50

Parallel Testing the entire date: **November 20, 2001**

Pre-checks submitted on the morning of the 19th will be checked and recorded. These same documents will also be recorded in the BCIS.

November 22 to November 25: **No activity on the Wang.**

- Documents submitted for recording on November 23rd will have to be manually numbered and administered. Information can be inputted on Monday, November 26th.
- It is important to get as much information on the system November 21st to minimize how much has to be done after the swithover.

November 26:

- All information contained on the Wang will also be reflected on BCIS.
- Activity on the Wang will not be discontinued.
- No parallel testing during this week.
- LCATS (glossaries, etc.) data on BCIS will be checked for completeness and accuracy.

Weekend of December 1st:

- Migration of LCATS information to BCIS.

Week of December 3 to 7, 2001

- Parallel testing of entire date for the week. This will determine integrity and functionality of the BCIS.
- If everything works as it should, anticipate full conversion to BCIS for the week of December 24th.

Watanabe

300874

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

**STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES**

P.O. BOX 119
HONOLULU, HAWAII 96810-0119

September 9, 1999

Mr. James Harper
PFA, Inc.
9980 Glenoaks Boulevard, Suite F
Sun Valley, CA 91352-1024

Dear Mr. Harper:

**SUBJECT: Notification of Top Three Listed Proposers – Part 2
ICS-FY-99-52**

**Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii**

This notice is being sent to you because a previously priority listed offeror has withdrawn. As a result, your proposal has been selected for further discussion. Please contact Mr. Carl Watanabe, Bureau of Conveyances (BOC) Acting Registrar, to schedule a meeting to present and discuss your proposal before September 24, 1999 with the Proposal Evaluation Committee (PEC) at the BOC in Honolulu, Hawaii.

Please plan to have at least your project manager in attendance to present your proposal and clarify any questions posed by members of the PEC.

We have also attached for your information and reference Addendum 7 issued on August 26, 1999, and Addendum 8 issued September 9, 1999.

If you have any questions, please call Mr. Watanabe at (808) 587-0120.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication
Services Division

Attachments

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES

P.O. BOX 119
HONOLULU, HAWAII 96810-0119

September 9, 1999

Mr. Noe Santamarina, President
The Main Line Corporation
1150 S. U.S. Highway One, Suite 102
Jupiter, FL 33477

Dear Mr. Santamarina:

SUBJECT: Notification of Top Three Listed Proposers – Part 1
ICS-FY-99-52
Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii

This notice is being sent to you because a previously priority listed offeror has withdrawn. As a result, your proposal has been selected for further discussion. Please contact Mr. Carl Watanabe, Bureau of Conveyances (BOC) Acting Registrar, to schedule a meeting to present and discuss your proposal before September 24, 1999 with the Proposal Evaluation Committee (PEC) at the BOC in Honolulu, Hawaii.

Please plan to have at least your project manager in attendance to present your proposal and clarify any questions posed by members of the PEC.

We have also attached for your information and reference Addendum 7 issued on August 26, 1999, and Addendum 8 issued September 9, 1999.

If you have any questions, please call Mr. Watanabe at (808) 587-0120.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication
Services Division

Attachments

FILE: G:\PPMO_BIDS\RFPPROD\ICS99-52\RFPL002A1MLC

300876

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

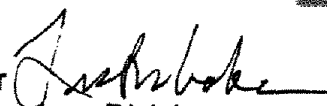
MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
P.O. BOX 119
HONOLULU, HAWAII 96810-0119
TRANSMITTAL FORM

August 9, 1999

TO: The Honorable Earl I. Anzai, Attorney General
Department of the Attorney General

ATTN: Ms. Diane Erickson, Deputy Attorney General
Administration Division

FROM: Lester M. Nakamura, Administrator 
Information and Communication Services Division

SUBJECT: Protest Letter from American Cadastre Inc. Regarding Top Three Priority
Vendor Selection for the Bureau of Conveyances Request for Proposals

ORIGINAL(S)	DATE	DESCRIPTION
1	08/06/99	Protest Letter from American Cadastre Inc.
2	08/06/99	Letters to AMCAD Regarding Selection

TRANSMITTED FOR:

<input checked="" type="checkbox"/> [X]	Review and Comments	<input type="checkbox"/> []	Your information
<input type="checkbox"/> []	Approval as to Form	<input type="checkbox"/> []	per your request
<input type="checkbox"/> []	See remarks below		

Please call Barbara Tom at ext. 6-1920 if you have any questions

Attachments

REMARKS:

We need to know what the exact protest procedure is (vendor asked), and need your comments and a suggested reply to the attached protest letter, AMCAD to DAGS/BOC.

300877

AMCAD

August 6, 1999

Mr. Carl Watanabe
State of Hawaii
Department of Accounting
And General Services
PO Box 119
Honolulu, Hawaii 96810-0119


American Cadastre, Inc.
Land Information Systems

370-R Naff Avenue
Harrisonburg, Virginia, U.S.A. 22801
Tel: (540) 434-6275
Fax: (540) 434-3143
Internet: www.amcad.com

Dear Mr. Watanabe:

We have received your letter regarding AmCad's elimination from the evaluation for Part 1 and Part 2 of RFP # ICS-FY-99-52 and we must say that we are not pleased with this action. We are formally protesting the evaluation and elimination. Our solution when evaluated fully has consistently beaten our competitors in all the recent bids where we have competed. Our solution was also uniquely qualified for Hawaii since we are one of the only vendors to have experience with the Deed Recording applications and Land Court applications. We feel if your evaluation team had a chance to review our application in a demonstration and presentation we would convince you of our superior capabilities. We are asking your team to reevaluate your decision and reconsider AmCad. If this is not done we would like a formal de-briefing on why we were not selected as a top finalist. Please let us know the formal procedures to conduct our protest.

Sincerely,



Jim Brown
Vice President
AmCad

300878

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES

P.O. BOX 119
HONOLULU, HAWAII 96810-0119

August 6, 1999

Mr. James A. Brown, Vice President
American Cadastre, Inc.
411 Shipwrighter Way
Lansdale, PA 19446

Dear Mr. Brown:

SUBJECT: Notification of Top Three Listed Proposers – Part 1
ICS-FY-99-52

Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii

Your proposal has been reviewed and evaluated by the Proposal Evaluation Committee (PEC) for the subject RFP. We regret to inform you that your company's proposal was not selected and is eliminated from consideration at this time.

If you have any questions on this matter, please call Mr. Carl Watanabe at (808)587-0120.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura".

Lester M. Nakamura, Administrator
Information and Communication
Services Division

BENJAMIN J. CAYETANO
GOVERNOR



RAYMOND H. SATO
COMPTROLLER

MARY PATRICIA WATERHOUSE
DEPUTY COMPTROLLER

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES

P.O. BOX 119
HONOLULU, HAWAII 96810-0119

August 6, 1999

Mr. James A. Brown, Vice President
American Cadastre, Inc.
411 Shipwrighter Way
Lansdale, PA 19446

Dear Mr. Brown:

SUBJECT: Notification of Top Three Listed Proposers – Part 2
ICS-FY-99-52
Services to Develop and Implement a Replacement Land Court and Regular
Automated Tracking System for the State of Hawaii

Your proposal has been reviewed and evaluated by the Proposal Evaluation Committee (PEC) for the subject RFP. We regret to inform you that your company's proposal was not selected and is eliminated from consideration at this time.

If you have any questions on this matter, please call Mr. Carl Watanabe at (808)587-0120.

Sincerely,

A handwritten signature in black ink, appearing to read "Lester M. Nakamura", is written over a horizontal line.

Lester M. Nakamura, Administrator
Information and Communication
Services Division

300880

Barbara L Tom
08/06/99 04:17 PM

To: CARL T WATANABE@STATEHIUS
cc: Lester M Nakamura/DAGS/StateHiUS@StateHiUS, Wayne T Sasaki/DAGS/StateHiUS@StateHiUS, Barbara L Tom/DAGS/StateHiUS@StateHiUS

Subject: Re: PRC Update

Carl,

We need to move on with discussions and demos from top three despite protest but may not be allowed to award according to Doris at SPO. I called Diane Erickson for advice and confirmation of the protest procedure but she has not gotten back to me yet. Doris thinks vendor has 10 days after we reply to the letter of protest (deny likely) to request reconsideration (of Lloyd) or can go to DCCA within 5 days (? she is not sure). We can request (in writing) award permission from Lloyd if we can show a contract is essential despite ongoing protest. The protest could get to court and AG has to defend us but court takes a long time. I guess we have to wait for Diane to review letter before we know the exact procedure. I received a fax of the letter which I will forward to Diane right away. bt

300881

From: CARL T WATANABE on 08/06/99 03:49 PM

To: Wayne T Sasaki/DAGS/StateHiUS

cc: Barbara L Tom/DAGS/StateHiUS

Subject: PRC Update

8/6/99

Wayne Sasaki
Barbara Tom
Sam Yip
Kinau Alber
Susan Okamoto
Mason Young

Greetings..... Just got a call from Jim Brown (AmCad). Upset that they were not selected. Wanted to know protest procedures for Hawaii. Advised him to address his concerns to us and we will take it up. He will be sending me something in writing.

First Hawaii Title called and requested August 16 to do presentation. Time has been set for 10:00 in the morning.

Happy days are ahead.....

Carl

300882

June 28, 1999

To: Diane Erickson

From: Barbara Tom, ICSD PPMO

Subject: Bureau of Conveyances RFP, Current Dilemma, Legal Advice/Comment Requested

As you may be aware, the ICSD issued an RFP for the Bureau of Conveyances (BOC) for a second time. The first RFP was canceled prior to selection of contractor due to short funding and high bids for a solution.

The second RFP was restructured to provide for award of Phase 1 (Tasks 1-6 Part 1). Phase 2 (Tasks 7-11 Part 1), and Part 2 (task 12 which could be bid separately or by the bidder of Part 1). We have received proposals: five (5) for Part 1 and six (6) for Part 2.

The problem is that, for Part 1, only two proposals are in budget for Phase 1; others (three) are over budget. In addition, the BOC prefers a solution that mimics LCATS (present Wang system) so that staff is minimally impacted and only one proposal will keep LCATS screens etc. with enhancements and new hardware (Lange but over budget); others are for software packages which may or may not look like LCATS.

We need your advice, especially legal comment, as to how to proceed. The next step in the process is to select the top three priority listed offerors which we put off until next month (from due last Friday) to buy time to decide what to do. The BOC received copy of interim budget instructions which cut even more \$ from their budget and provides that contracts cannot be done until October (not in line with planned schedule) so the schedule change kills two birds.

Ideally we contract with one who is in budget with the stipulation that contractor work with Lange Group (the proposal that is over budget but will modify LCATS) on software solution. I suspect such an action is not in line with the RFP specs and may be illegal even though it is probably the best answer for BOC. The other question is how to select top three when only two are in budget and cost/price is only one of criteria? Can we use budget as the basis for selection of top three and award? Can we cancel the RFP again and try for sole source so we can contract with the vendor ideal for BOC?

300883

HELP! It would be good if you could sit in the next PEC meeting to discuss and decide what to do. The meeting has not been scheduled yet so I would like to know when you may be available.

I drafted an addendum intending to allow award by tasks rather than defined Phases for Part 1 but it may not help. What do you need to review in advance? I will copy for you.

I would appreciate a reply as soon as possible. I know you are very busy but really need your advice on this so we proceed legally.

*** TRANSMISSION REPORT ***

JUN-28-99 16:07 ID:0085861922

DAGS ICSD ADMIN

JOB NUMBER

858

INFORMATION CODE

OK

TELEPHONE NUMBER

61372

NAME(ID NUMBER)

0085861372

START TIME

JUN-28-99 16:06

PAGES TRANSMITTED

002

TRANSMISSION MODE

EMMR

RESOLUTION

STD

REDIALING TIMES

00

SECURITY

OFF

MAILBOX

OFF

MACHINE ENGAGED

00:38

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 002

June 28, 1999

To: Diane Erickson

From: Barbara Tom, ICSD PPMO

Subject: Bureau of Conveyances RFP, Current Dilemma, Legal Advice/Comment Requested

As you may be aware, the ICSD is sued an RFP for the Bureau of Conveyances (BOC) for a second time. The first RFP was canceled prior to selection of contractor due to short funding and high bids for a solution.

The second RFP was restructured to provide for award of Phase 1 (Tasks 1-6 Part 1), Phase 2 (Tasks 7-11 Part 1), and Part 2 (task 12 which could be bid separately or by the bidder of Part 1). We have received proposals: five (5) for Part 1 and six (6) for Part 2.

The problem is that, for Part 1, only two proposals are in budget for Phase 1; others (three) are over budget. In addition, the BOC prefers a solution that mimics LCATS (present Wang system) so that staff is minimally impacted and only one proposal will keep LCATS screens etc. with enhancements and new hardware (Lange but over budget); others are for software packages which may or may not look like LCATS.

We need your advice, especially legal comment, as to how to proceed. The next step in the process is to select the top three priority listed offerors which we put off until next month (from due last Friday) to buy time to decide what to do. The BOC received copy of interim budget instructions which cut even more \$ from their budget and provides that contracts cannot be done until October (not in line with planned schedule) so the schedule change kills two birds.

Ideally we contract with one who is in budget with the stipulation that contractor work with Lange Group (the proposal that is over budget but will modify LCATS) on software solution. I suspect such an action is not in line with the RFP specs and may be illegal even though it is probably the best answer for BOC. The other question is how to select top three when only two are in budget and cost/price is only one of criteria? Can we use budget as the basis for selection of top three and award? Can we cancel the RFP again and try for sole source so we can contract with the vendor ideal for BOC?

300885

BID RECEIPT

Requests for Proposal

DATE: Aug 5, 1999

RECEIVED

AUG 5 11 38 AM '99

DACS
ICS DIVISION

RECEIVED FROM:

First Hawaii Title Corp.

for RFP NO. ICS-FY-99 - 052.

TIME STAMP

By Maria L. Sugar

300886

BID RECEIPT
Requests for Proposal

DATE: 6-7-99, 1999

RECEIVED FROM: First Hawaiian Title Corp - Clarific A
for RFP NO. ICS-FY-99-52.

TIME STAMP

By hach-a

NOV 10 3 11 PM
ICS DIVISION

NOV 10 3 11 PM
ICS DIVISION

300887

RFP ICS-FY-99-052 PROPOSAL EVALUATION SUMMARY

Date/Time In	Bidder Name/Address/Contact	Proposal Opening				Organizational Review Checklist								Reference Check			Preliminary Contents Review					
		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#20	#21	#22	#23	#24	#25	#26	#27	#28
5/28/1999 9:52AM	The Lange Group - Primary PART 1 ONLY	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
6/4/99 unofficial	1100 Ward Avenue, Suite 1050					Y	Y	Y	Y	Y	Y	Y										
6/9/99 3:00 PM	Honolulu, HI 96814																					
	Ms. Nani Lindsey																					
	Phone: (808)545-1822																					
	Fax: (808)599-5254																					
	IBM Corporation - Sub																					
	1240 Ala Moana Blvd.																					
	Honolulu, HI 96814																					
	Mr. Steven M. Mizokawa																					
	Phone: (808)597-9290																					
	Fax: (808)597-9579																					
	Boss Electric - Sub																					
	46-178 Kahuhipa St.																					
	Kaneohe, HI 96744																					
	Glen Boss, VP																					
	Phone: (808)247-1411																					
	Fax: (808)235-3625																					
5/26/99 11:00AM	Data Tree - Primary PARTS 1 & 2	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
6/8/99 12:24 PM (fax)	550 West "C" Street, Suite 2040					Y	Y	Y	Y	Y	Y	Y										
6/10/99 1:00 PM (box)	San Diego, CA 92101																					
	Mr. Neil Pieramico																					
	Phone: (800)789-7244 ext 135																					
	Fax: (619)231-3301																					

300888

RFP ICS-FY-99-052 PROPOSAL EVALUATION SUMMARY

Date/Time In	Bidder Name/Address/Contact	Proposal Openin ing				Organizational Review Checklist								Reference Chec			Preliminary Contents Review							
		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#20	#21	#22	#23	#24	#25	#26	#27	#28		
						#13	#14	#15	#16	#17	#18	#19												
	Teghnology Integration Group - Sub 680 Ala Moana Blvd. Honolulu, HI 96813 Mr. Robert Young, Branch Manager Phone: (808)524-6652 Fax: (808)536-2845																							
5/27/99 1:39 PM	PFA, Inc. Primary Part 2 Only 9980 Glenoaks Blvd, Suite F	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
6/8/99 4:00 PM (fax)	Sun Valley, CA 91352-1024 Mr. James Harper Phone: (818)504-1998 Fax: (818)504-2011 HDEP International Sub 1314 South King St., Suite 950 Honolulu, HI 96814-2004 Virendra Nath, President Phone: (808)591-2600 Fax: (808)591-2900																							
5/28/1999 8:54AM (fa	The Main Line Corporation PARTS 1 & 2	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y			
5/28/99 5:00 PM (box)	1150 S. U.S. Highway One, Suite 102					Y	Y	Y	Y	Y	Y	Y												
6/8/99 8:54 AM	Jupiter, FLA 33477 Mr. Noe Santamarina, President Phone: (561)747-7163 Fax: (561)747-0354	Note: Fax on time; delivery/all copies followed																						

300889

RFP ICS-FY-99-052 PROPOSAL EVALUATION SUMMARY

Date/Time In	Bidder Name/Address/Contact	Proposal Openin ing				Organizational Review Checklist								Reference Chec			Preliminary Contents Review							
		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#20	#21	#22	#23	#24	#25	#26	#27	#28		
5/28/1999 9:45AM	American Cadastre, Inc (AMCAD) Primary PART	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
6/8/99 4:00 PM (fax)	Land Information Systems					Y	Y	Y	Y	Y	Y	Y												
(partial clarification)	376-R Neff Avenue					Y	Y	Y	Y	Y	Y	Y												
6/10/99 3:00 PM (fax)	Harrisburg, VA 22801																							
	Mr. James A. Brown, Vice President																							
	411 Shipwrighter Way																							
	Lansdale, PA 19446																							
	Phone: (215)361-7332 (Direct)																							
	or: (540)434-6275 (Corporate)																							
	Fax: (215)361-7340																							
	Document Technology Systems, Ltd. Sub																							
	846 N. Clevelant Massillon Rd.																							
	Akron, OH 44333																							
	Patrick J. Kelly, President																							
	Phone: (330)665-1880																							
	Fax: (330)666-0745																							
	Unisys Corporation Sub																							
	711 Kapiolani Blvd.																							
	Honolulu, HI 96813																							
	Mr. Charles Yoshioka																							
	Phone: (808)591-7007																							
	Fax: (808)591-7050																							
	Micrographic Imaging Services Sub																							
	4068 Mother Lode Drive, Suite D																							
	Shingle Springs, CA 95682																							

300890

RFP ICS-FY-99-052 PROPOSAL EVALUATION SUMMARY

		Proposal Openin ing				Organizational Review Checklist								Reference Chec			Prelliminary Contents Review							
Date/Time In	Bidder Name/Address/Contact	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#20	#21	#22	#23	#24	#25	#26	#27	#28		
						#13	#14	#15	#16	#17	#18	#19												
5/27/99 2:28PM	Dana Amacher, Director of Marketing Phone: (530)677-2701 Fax: (530)672-8060																							
NO Clarification Req	Title Guaranty of Hawaii, Inc. Primary PART 2 235 Queen Street P.O. Box 3084 (Zip = 96802) Honolulu, HI 96813	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
	Michael A. Pietsch. President & CEO Telephone: (808)521-0259 Fax: (808)532-3141																							
	J.W. Loo and Associates Sub P.O. Box 22205 Honolulu, HI 96823																							
	Mr. Jeffery W. Loo, Principle Phone: (808)528-7176 Fax: (808)523-8543																							
5/27/99 11:46 AM	First Hawaii Title Corporation Primary PARTS 1 201 Merchant Street, Suite 2000 Honolulu, HI 96813	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y								
6/8/99 8:00 AM	Mr. Charles Kaneshiro, President Phone: (808)521-3411 Fax: (808)538-0761																							
REQ Clarif bt Wayne	Conquest Softworks Sub 434 Turner Drive, Suite 5 Durango, CO 81301																							

Note: Copies labeled 1 of 8

300891

RFP ICS-FY-99-052 PROPOSAL EVALUATION SUMMARY

Date/Time In	Bidder Name/Address/Contact	Proposal Opening				Organizational Review Checklist								Reference Check			Preliminary Contents Review					
		#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#20	#21	#22	#23	#24	#25	#26	#27	#28
	Mr. William Birdsall Phone: (970)247-3308 Fax: (970)247-1772 Data Services, Inc (DSI) Sub 6424 E. Tanque Verde Rd., Suite D Tucson, Arizona 85715 Mr. Martin Thomas, President Phone: (520)298-5590 Fax: (520) ?					#13	#14	#15	#16	#17	#18	#19										

300892